

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

PATRICIA A. TORRE, an individual,)	Case No. 8:13-CV-00319
)	
Plaintiff,)	
)	
v.)	PROTECTIVE ORDER
)	
NORTHROP GRUMMAN SYSTEMS)	
CORP., a Delaware Corporation,)	
)	
Defendant.)	

NOW ON the 1st day of December, 2015, the Court hereby enters its Order after having taken the Joint Stipulation for Protective Order under advisement.

Appearances: The parties waived their appearances.

The Court, being duly advised in the premises, FINDS and ORDERS:

- A. The Joint Stipulation for Protective Order is hereby approved.
- B. All information, data, documents, materials, and every portion thereof produced by Sterling Computers Corporation pursuant to a Subpoena Duces Tecum served on Sterling Computers Corporation on or about October 30, 2015, shall be considered "CONFIDENTIAL" for purposes of this Order and shall be used by the receiving party only for preparation for and conduct of proceeding herein and not for any business or other purpose whatsoever.
- C. For purposes of this Order, and subject to the provisions of this Order, persons authorized to receive "CONFIDENTIAL" information shall include only:
 - 1. Legal counsel representing the parties;

2. Members of the respective legal parties' paralegal, secretarial, or clerical staff who are employed by, retained by, or assisting such counsel;
3. Court reporters who take and transcribe testimony, as well as necessary secretarial and clerical assistants;
4. The parties, including Defendant's managers, supervisors, and certain employees, (when, in the judgment of Defendant, it is necessary for case preparation), and those specifically retained by attorneys in this litigation for trial (such as accountants, consultants, appraisers, and other experts) who are not regular employees of a party to this litigation, and only as such persons need such CONFIDENTIAL documents and agree in writing to be bound by the terms of this Order by signing a copy of an "acknowledgment by Qualified Recipient".
5. A witness in any deposition or other proceeding in this action and their counsel, provided, however, that such person may only be shown CONFIDENTIAL documents during his or her testimony and in preparation therefor, and only to the extent necessary for such preparation or testimony, and only as such person agrees in writing to be bound by the terms of this Order by signing an acknowledgment by Qualified Recipient; and
6. CONFIDENTIAL information shall be held in confidence by each Qualified Recipient to whom it is disclosed, shall be used only for purposes of this action and shall not be disclosed to any person who is not a Qualified Recipient. Each party, each Qualified Recipient, and all counsel representing any party, shall use their best efforts to maintain all product, CONFIDENTIAL information in such a manner as to prevent access, even at hearing or trial, by individuals who are not Qualified Recipients.

- D. CONFIDENTIAL information shall not be copied or otherwise reproduced by the receiving party, except for transmission to Qualified Recipient, without the written consent of the producing party, or, in the alternative, by further Order of the Court. However, nothing herein shall restrict a Qualified Recipient from making working copies, abstracts, digest, and analysis of CONFIDENTIAL information for use in connection with this action. All such working copies, abstracts, digests and analysis shall be deemed CONFIDENTIAL information under the terms of this Order.
- E. This Order is entered without prejudice to the right of any party to apply to the Court at anytime for additional protection, or to relax or rescind any restrictions imposed by this Order when convenience or necessity requires.
- F. Upon final termination of this proceeding, including all appeals, each party at its option must destroy or return to the producing party all original materials produced and designated as CONFIDENTIAL information, and shall destroy in whatever form stored or reproduced, all other material including, but not limit to, pleadings, correspondence, memoranda, notes and other work product material that contain or refer to CONFIDENTIAL information. This Protective Order shall survive the final termination of this action and shall be binding on the parties at all times in the future.

IT IS SO ORDERED.

December 1, 2015.

BY THE COURT:

A handwritten signature in blue ink, appearing to read "Cheryl R. Zwart", is written over a horizontal line.

Cheryl R. Zwart
United States Magistrate Judge